



CC MATTING LTD TERMS & CONDITIONS OF SUPPLY ("TERMS")

1. Definitions

1.1 In these Terms, the following definitions apply:

Annual Contamination Control Report means the report or confirmation issued by CCMatting Ltd following successful completion of the Annual inspection; Annual inspection means the services that CCMatting Ltd may carry out in respect of Products installed by CCMatting Ltd to check performance; Branded Products means Products supplied by CCMatting Ltd and branded by way of the Branding Services; Branding Services means the branding services supplied by CCMatting Ltd (or its subcontractors as applicable) in relation to the Products so that Customer specific branding or artwork is applied to such Products to create Branded Products; Contract means the contract between CCMatting Ltd and the Customer for the sale of the Products and Services on these Terms; Customer means the person or company to whom CCMatting Ltd sells the Products and/or Services; Delivery has the meaning in set out in clause 5.1; Delivery Date(s) means the date(s) specified in the Order for supply of the Products and/or Services or as agreed between the parties; Delivery Location means the location as is set out in the Order, or such other location as the parties may agree; Force Majeure Event means an event beyond the reasonable control of a party; CCMatting Ltd means CCMatting Ltd Limited (company number 621482); Products means the products identified in the Order supplied in accordance with any Specification and any other products from time to time agreed to be supplied; Order means the Customer's order for the Products in whatever form confirming agreement to the commercial terms contained in CCMatting Ltd's quotation and where such order does not set out the commercial terms, the terms shall be deemed to be as specified in the quotation supplied by CCMatting Ltd in respect of Products/Services; Relevant Laws means any statute, regulation, code of practice or other similar instrument including in any jurisdiction from which the Products/Services are provided or in which any Products/Services are received which relate to the performance of the Contract; Services means the services to be provided by CCMatting Ltd to the Customer, as set out in the Order including site survey/measurement and installation, Branding Services together with any other agreed services (as applicable); Standard Products means non-slip products and (where applicable) contamination control mats sold to Customers; Specification means the specification for the Products and/or Services as set out in the Order or agreed in writing and including any measurements provided by the Customer or taken by CCMatting Ltd, its employees, representatives or authorised subcontractors or any proofs supplied by CCMatting Ltd and agreed by the Customer.

2. Basis of Contract and exclusivity

2.1 These Terms apply to the exclusion of any other terms.

2.2 The Order is an offer by the Customer to contract on these Terms.

2.3 The Contract shall come into existence on the earlier of CCMatting Ltd issuing a written acceptance of the Order or on Delivery of the Order or receipt of a purchase order from customer or written email acceptance of a quotation to proceed with an installation.

2.4 Samples do not form part of the Contract or have commercial force.

3. Quality

3.1 Products and Services shall comply with all applicable Relevant Laws and conform to any Specification.

3.2 CCMatting Ltd warrants that Products shall be free from material defects in design, material and workmanship, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by CCMatting Ltd from and including the Delivery Date for a period of:

(a) 24 months in respect of Standard Products (including where Branding Services have been applied); and

(b) 24 months in respect of Products installed by CCMatting Ltd or by a CCMatting Ltd approved party; or

(c) 6 months in respect of Products installed by a third party other than a CCMatting Ltd approved party.

3.3 Where Contamination Control Report Services are carried out by CCMatting Ltd, CCMatting Ltd may extend the warranty period in writing following its issue of a Contamination Control Report. If a party other than CCMatting Ltd carries out services akin to the Annual Contamination Control Report no warranty extension shall be granted.

3.4 CCMatting Ltd shall not be liable for a Products' failure to comply with any warranty set out in clause 3.2 if the Customer:

(a) makes further use of the Products after giving notice of a defect;

(b) failed to follow CCMatting Ltd's (written or oral) instructions for storage, installation, use and maintenance of the Products and this causes the defect;

(c) causes the defect to arise as a result of any drawing, design, measurement or Specification it supplied to CCMatting Ltd;

(d) alters/repairs the Products without written consent of CCMatting Ltd;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, excessive pallet truck traffic or forklift twisting and turning, flooding or excessive water to the location of a CCMatting contamination control product or abnormal storage or working conditions; or

(f) the Products differ from the Specification as a result of changes made to ensure they comply with Relevant Laws.

3.5 If the Products fail to comply with the warranty set out in clause 3.2, CCMatting Ltd's only liability to the Customer is set out in clause 4.

3.6 CCMatting Ltd warrants that any Services shall be provided with reasonable care and skill.

4. Acceptance and Remedies

4.1 The Customer may reject any Products/Services that do not comply with clause 3, provided that notice of rejection is given to CCMatting Ltd within 7 working days of Delivery for a visually apparent defect and within a reasonable time of a latent defect having become apparent.

4.2 Upon CCMatting Ltd receiving notice of the defect and being given a reasonable opportunity for examination, CCMatting Ltd shall, at its option, repair or replace any Products/Services found to be defective, or refund the price of such defective Products/Services in full.

4.3 Once CCMatting Ltd has complied with clause 4.2, it shall have no further liability for the Products' failure to comply with clause 3.2.

4.4 The Customer shall be deemed to have accepted the Products/Services unless it gives a notice of rejection in writing.

4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the extent permitted by law, excluded from the Contract.

5. Delivery, Risk and Title

5.1 CCMatting Ltd shall deliver the Products to the Delivery Location ("Delivery").

5.2 Time for Delivery will not be of the essence. CCMatting Ltd will use its reasonable endeavours to meet any Delivery Dates but subject to CCMatting Ltd having used such endeavours, it will not be liable to the Customer for any failure to meet such dates.

5.3 CCMatting Ltd shall not be liable for any delay in Delivery of the Products caused by a Force Majeure Event or failure of the Customer to provide adequate delivery instructions.

5.4 Delay in Delivery shall not entitle the Customer to refuse to take delivery of the Products, claim damages or terminate this Contract.

5.5 If CCMatting Ltd fails to deliver the Products, its liability shall be limited to refunding the Customer the cost of the Products.

5.6 Delivery of the Products shall be effected on completion of the unloading of the Products at the Delivery Location.

5.7 The Customer shall sign CCMatting Ltd's delivery note on receipt of a Delivery.

5.8 Where Products are agreed to be delivered in instalments, each delivery will constitute a separate contractual obligation, such that failure by CCMatting Ltd to deliver any one or more of the instalments in accordance with these Terms will not give the Customer the right to treat the whole Contract as repudiated.

5.9 Risk in the Products shall pass to the Customer on completion of Delivery. Title to the Products shall pass to the Customer when CCMatting Ltd receives payment in full for the Products.

6. Supply of Services

6.1 CCMatting Ltd shall use its reasonable endeavours to provide the Services in accordance with the Contract in all material respects.

6.2 CCMatting Ltd shall use its reasonable endeavours to meet any performance dates specified in the Order but time for performance of the Services shall not be of the essence of this Contract.

6.3 CCMatting Ltd shall not be liable for any delay in any performance of the Services caused by a Force Majeure Event or where its performance is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation.

6.4 The Customer shall cooperate with CCMatting Ltd in relation to the Services and provide such information as CCMatting Ltd may reasonably request to carry out the Services in a timely manner.



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6.5 The Customer shall provide CCMatting Ltd, its employees, agents, consultants and subcontractors, with access to its premises and other facilities as reasonably required by CCMatting Ltd to provide the Services including for any site survey or installation of Products and the Customer shall ensure such premises are suitably prepared, i.e. floors free from particulate and of a smooth substrate and free from defects prior to any such installation, any substrates that are not in a suitable condition will be pointed out by the installation team to the customer with photos and it is at the customer's decision to proceed with the installation. The CCMatting warranty will no longer be valid when a mat is installed on an unsuitable surface.

7. Branding Services

7.1 Where the Customer requires Branding Services:

- a) the parties shall work together to agree the artwork;
- b) prior to printing CCMatting Ltd shall submit to the Customer a proof of the design for the Branded Products. Once approved in writing by the Customer this proof shall form the Specification for the Order;
- c) in instances where the Customer reasonably rejects the proof, the parties shall work together to create a proof acceptable to the Customer and the Customer shall not be charged for the production of a proof provided it does not conform to the Order; and
- d) the parties shall agree an appropriate Delivery Date in respect of Branded Products once the Specification has been agreed

7.2 The Customer grants to CCMatting Ltd for the duration of the Contract, a non-exclusive,

royalty free licence to use and apply the Customer's intellectual property (IP) on the relevant Products. In doing so the Customer warrants that it is entitled to licence CCMatting Ltd and its subcontractors with the relevant IP of the Customer for this purpose and there are no disputes or proceedings, pending or threatened, which relate to the Customer's IP which could affect the use envisaged by the Contract. CCMatting Ltd retains the right to refuse to incorporate any content it deems inappropriate as part of the Branding Services.

7.3 The licence granted to CCMatting Ltd as set out at clause 7.2 carries the right to grant sub-licences to its subcontractors who may carry out the Branding Services on CCMatting Ltd's behalf. Such sub-licences shall be on the same terms as set out in these Terms.

7.4 Branded Products may also feature CCMatting Ltd IP

7.5 The Customer shall indemnify CCMatting Ltd against all liabilities, costs, expenses, damages and direct losses (including but not limited to any direct losses, and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by CCMatting Ltd arising out of/in connection with any claim made against CCMatting Ltd for actual or alleged infringement of a third party's IP in relation to the supply or use of Branded Products.

8. Limitation of Liability

8.1 CCMatting Ltd shall not be liable to the Customer for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract howsoever arising

8.2 CCMatting Ltd's total liability to the Customer for shall be limited to the total sums paid by the Customer for the Products and/or Services under this Contract.

9. Price & Payment

9.1 The price of the products or services shall be set out in the order/quotation.

9.2 CCMatting reserves the right to charge a surcharge where products are required at short notice (and any such surcharge shall be set out in the order).

9.3 CCMatting Ltd may invoice the Customer on or at any time after Services completion or Delivery (as applicable).

9.4 The Customer shall pay in full and cleared funds, correctly rendered invoices within 30 days of the date of the invoice.

9.5 Payment shall be made in EUR unless otherwise specified in the Order or confirmed in writing by CCMatting Ltd.

9.6 If a party fails to make a payment under this Contract by its due date, such party shall pay interest on the overdue amount at the rate of 4% per annum and if the Customer fails to make any payment CCMatting Ltd may also suspend all further deliveries of Products/Services until payment is received in full.

9.7 The Customer shall pay all amounts due under the Contract in full without set-off, counterclaim deduction or withholding

9.8 CCMatting Ltd may at any time set off any amount owed to it against any amount payable by CCMatting Ltd to the Customer.

10. Termination

10.1 Either party may terminate this Contract immediately by serving written notice to that effect on the other party if at any time any one or more of the following events occurs:

- a) the other party makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- b) a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of the property or assets of the other party; or
- c) anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction; or
- d) the other party ceases to carry on business; or
- e) the other party commits a material breach of any of the provisions of this Contract and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.

10.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

10.3 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. General

11.1 CCMatting Ltd may in its sole discretion accept or reject amendments or cancellation of Orders.

11.2 In instances where Standard Products (to which Branding Services have not been applied) are returned to CCMatting Ltd, or the Customer requests a colour change to a Standard Product after an order has been confirmed, CCMatting Ltd shall charge a re-stocking fee of 25% of the returned Standard Product's value.

11.3 CCMatting Ltd may at any time assign, transfer, charge, subcontract any or all of its rights or obligations under the Contract but the Customer may only do so with CCMatting Ltd's prior written consent.

11.4 The parties shall comply with their respective obligations under the Data Protection Act 1998/2018 and all Relevant Laws when handling personal data, which for the avoidance of doubt shall include Customer names, addresses and telephone numbers.

11.5 Any notice or other communication required by these Terms shall be in writing (excluding email) and shall be hand-delivered or sent by prepaid first-class post, recorded delivery or by courier, at its registered office or its principal place of business (as applicable) and shall be deemed to have been duly received when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9am on the second business day after posting, or, where relevant, at the time the courier's delivery receipt is signed.

11.6 If any court or competent authority finds that any provision of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall be deemed to be deleted, and the enforceability of the other provisions of the Contract shall not be affected.

11.7 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

11.8 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11.9 Any variation to these Terms must be agreed in writing.

11.10 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Irish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

11.11 Any cancellation of an installation not received more than 48 hours prior to site arrival time & date will incur a €875 penalty for loss of revenue incurred to CCMatting Ltd.